



City of Dayton, Ohio
Department of Central Services
Division of Purchasing

**OPERATIONS AND MAINTENANCE OF BAGGAGE HANDLING
SYSTEM AND PASSENGER BOARDING BRIDGES AND ANCILLARY
EQUIPMENT**

REQUEST FOR PROPOSAL (RFP) No. 16071JL

November, 2016

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SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Division of Purchasing, Room 514
Javon Lewis CPPB
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4003
Fax: (937) 234-1600
E-Mail: javon.lewis@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:
<http://www.daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	November 15, 2016
Pre-Proposal Meeting and Site Visit:	Meeting and Site Visit will be held at Dayton International Airport 3600 Terminal Drive, Vandalia, OH 45377 at 11:30 AM local (Dayton OH) time on November 30, 2016. Attendees meet at the Airport Atrium, near front doors by US Air Ticket Counter. Site visit to immediately follow meeting.
Last Day to Submit Questions:	2:00 PM local (Dayton OH) time on December 5, 2016
Written Responses to Questions:	December 9, 2016
Due Date for Proposals:	2:00 PM local (Dayton OH) time on December 19, 2016

1.03 PRE-PROPOSAL MEETING. The City shall conduct a **MANDATORY** pre-proposal meeting. The date and location of the meeting is listed in Section 1.02 (RFP Schedule). The intent of the pre-proposal meeting is to:

- Review the Request for Proposal to help ensure and/or enhance its clarity and mitigate development/submittal of proposals that are non-responsive to the City's business needs.
- Provide ample opportunity for interested parties to ask questions that will help achieve this objective and to do so openly with equitable opportunity for interested parties to avail themselves of the same information at the same time and in the same manner to ensure the integrity of the competitive procurement process.

This may be the only opportunity for the interested parties to meet with the City. Each proposer should limit representation at this meeting to no more than three (3) persons. **Attendance at this meeting is mandatory for all who intend to submit a proposal.**

1.04 SITE VISIT. The City shall conduct a Site Visit. The date and location of the site visit is listed in Section 1.02 (RFP Schedule). The intent of the site visit is to:

- Review the Project Location

- Answer questions

This may be the only opportunity for the interested parties to meet with the City. Each proposer should limit representation at this meeting to no more than three (3) persons.

1.05 SUBMITTING A PROPOSAL. Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and 3 copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No.16071JL– Operations and Maintenance of Baggage Handling System and Passenger Boarding
Bridges and Ancillary Equipment
City of Dayton, Division of Purchasing, Room 514
Javon Lewis CPPB
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by 2:00 PM on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.06 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** - The street address of the proposer's company headquarters.
 - **Local Office of Proposer** - Provide the location of the proposer's office in/nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list any Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).

- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
- **References:** Provide a minimum of three (3) airport and/or airline references for which the proposer has performed similar services within the past five (5) years on the form provided as Exhibit B.

1.07 ITEMS THAT DISQUALIFY A VENDOR IMMEDIATELY.

- Incomplete or non-responsive proposal.
- Failure of proposer to attend or send a representative to the **mandatory** pre-proposal meeting.
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

1.08 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	BHS fixed annual Service Cost	30%
2	PBB cost of Quarterly Preventative Maintenance Services	20%
3	Cost of Additional Services (Labor & Materials)	20%
4	Quality of Proposal	10%
5	Previous Experience in performing similar work	10%
6	Dayton Local Business	5%
7	PEP Certified Vendor	5%
	Total Points	100%

QUALITY OF PROPOSAL: How well proposal reflects comprehension of service needs, proposed methodology(ies) to address those needs; potential impacts (risk/risk mitigation) upon the City organization by proposal/proposed methods and timelines; logical sequencing of work scope steps/phases; organizational flexibility and agility afforded the City (presently and throughout the entire course of any identified solution) by proposal, work scope, methods, timelines to perform, how well proposed work scope and methodology(ies) satisfy the City's specific business needs, quality of topics addressed, relative source citations, and similar qualitative factors of proposals received by the City.

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Aviation is seeking proposals from highly experienced and professional firms to perform operations and maintenance for the Baggage Handling System (“BHS”) and Passenger Boarding Bridge (“PBB”) Services at the James M. Cox Dayton International Airport (“DAY”). These services are necessary to maintain critical infrastructure used by various stakeholders.

2.02 BACKGROUND INFORMATION. The City of Dayton, Department of Aviation currently operate an in-line BHS that currently consists of a system designed by BNP and installed by Logan Teleflex in 2011, with operations commencing May 2011. The system is comprised of 2,600 feet of baggage handling conveyor, 5 high-speed diverters (HSD II), four vertical sort units, and a screening matrix consisting of three L3 (3DX 6600) machines. The system was designed to process up to 1,500 bags per hour. It utilizes a SICK Baggage Dimensioning System 200 (BDS 200) with LMS 200 Dimensioning Laser Scanner Heads, a local operator unit and a dual function BDS/ATR Remote Monitoring CPU located in the baggage handling system control room. Also utilized is a standalone SICK Airline Luggage Identification System with ten laser array scanning heads and RDT 400 software. Additionally, two baggage make-up carousels for carrier specific sortation and one baggage make-up pier for overflow bags. Additionally, 3 Vaculux systems are used by Transportation Security Administration (“TSA”) in the Checked Baggage Reconciliation Area (“CBRA”).

The City of Dayton, Department of Aviation currently owns twenty-two (22) Passenger Boarding Bridges (“PBB”) each with Pre-Conditioned Air Units and 400Hz Ground Power Units. At the time of this RFP, thirteen (13) of these PBB are leased to airline tenants and therefore are the responsibility of the airline to maintain per their airline use agreements. The remaining nine (9) are the responsibility of the City of Dayton. The intention of this RFP is to secure a contract to maintain the eight (8) City Gates. The actual number of PBB to be maintained will be contingent on the quantities that are leased by the airlines and/or any changes to the airline use agreements.

Continuing airline industry changes may prompt adjustments to the quantity of services required by the City of Dayton. These changes will be communicated to the contractor in a timely manner.

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

Contractor shall furnish all personnel required to operate, maintain and repair the BHS and the PBBs, at the Dayton International Airport, to meet all specified performance criteria in this RFP. Personnel shall perform all duties set forth in this RFP and the approved System’s Operating Manuals which shall be provided by the City. Sample table of contents will be available upon request and operations and maintenance manuals will be provided by the City.

For the BHS, the contractor shall be responsible for operations and must provide onsite support during all Active Commercial Carrier hours of operation, and the level of service for the BHS will be coordinated with DAY, TSA and user Airlines. Currently, commercial air carrier operations are performed between the hours of 4:00am to 1:00am. However, as the BHS only supports departure flights, typically departure flights are performed between the hours of 4:00am to 9:00pm. It is important for contractors to factor into their proposal that flights do get delayed and flight schedules do get altered by the airlines for a variety of reasons most of which are not under the control of DAY. To accommodate these situations, it will require the BHS to be operated past the departure flight hours listed above. Should the flight schedule be altered for an extended period of time (such as a month or more), the City and the contractor will work to adjust hours and pricing accordingly in order to meet this demand. These changes will be documented in writing, signed by both parties and attached to the contract as an amendment. Contractor also will be required to schedule and perform some Preventative Maintenance and Repair Activities, which impact operation during curfew/non-operational hours so as not to impact airplane operations. See the Preventative Maintenance Inspection Lists below.

Contractor shall comply with the established BHS Contingency Plans for the system including communication protocols per the Problem Solving and Escalation Procedures. This plan addresses how to restore BHS systems to full availability and provide temporary work-around in case systems are not completely restored immediately.

The Contractor shall be responsible for the removal of any baggage remaining in the system and any manual handling required in the event of a BHS system failure and to respond to all BHS related failures and emergencies as

required allowing or facilitating transport of bags to their intended destination. The Contractor shall respond to all failures within 5 minutes to assess situation.

Matters relating to the system operation such as the required hours of Commercial Carrier operation will be dictated by DAY, TSA and user Airlines, and the Contractor shall fully cooperate and coordinate in this respect. When officially notified by the Airport Director of a decision regarding the above matters, or any other matter that the Airport Director wishes to classify as a policy decision, contractor shall immediately take all appropriate steps to comply with the decision.

For the PBB, the scope of work designated in these specifications shall consist of furnishing all management, supervision, labor, technicians, proper licenses, materials, parts, tools, equipment, chemicals, supplies, transportation, travel time, lodging, per diem, fuel surcharges, and insurance to efficiently and effectively perform preventative maintenance of the equipment designated per the manufacturer's recommendations. The City will allow for the use of City owned A-Frames by the contractor.

The Contractor agrees to inspect and perform the work necessary for the maintenance and inspection of the equipment listed within this RFP per all manufacturer's recommendations. The Contractor agrees to perform Quarterly, Semi-Annual and Annual Inspections, maintenance and emergency callback services for the equipment listed in this RFP. The work shall be at the frequency specified and in strict compliance with the specifications of this RFP. The Unit Proposal Prices shall be the figures used to calculate these services. All work must be satisfactory and meet the approval of the City.

Statement of Qualifications

All Proposers must prepare a "Statement of Qualifications" that describes, in detail, the organization of the Proposer's firm and pertinent experience of the nature described in this RFP. A form for the Statement of Qualifications can be found in Exhibit E – 1 "Experience and Qualifications". Proposers must specifically address the following:

1. A statement of corporate capabilities.
2. Range of services offered.
3. Length of time in business, corporate structure, professional registration, licenses, professional affiliations, etc.

Proposer must have significant experience performing services of the nature described in this RFP on behalf of public airports including providing services to airport which have at least 2 million enplanements annually. Proposers should clearly and specifically describe this experience, including a listing of representative, public airports for which the Proposer currently provides Operations and Maintenance of Airport Baggage Handling System and Passenger Boarding Bridge Services. Proposer must provide documentation evidencing its knowledge, experience and capabilities in regard to Operations and Maintenance of Airport Baggage Handling System and Passenger Boarding Bridge Services contemplated in this RFP.

Proposer shall have a minimum of five (5) years of full time, ongoing and substantial experience performing Operations and Maintenance of Airport Baggage Handling System (BHS) and Passenger Boarding Bridge (PBB) Services as described in this RFP and must currently be providing these services. Proposer must have a minimum of three (3) similar contracts in the United States where it provides/provided Operations and Maintenance of Baggage Handling Systems and Passenger Boarding Bridges.

Organizational chart including descriptions and resumes of key personnel, including the name of proposed site manager, who will be performing Operations and Maintenance of Airport Baggage Handling System and Passenger Boarding Bridge Services for the Airport, citing relevant experience in activities of the nature described in this RFP. Site manager must have a minimum of three (3) years of experience performing Operations and Maintenance at an airport.

A complete list of all owners, directors, and officers of the Proposer and all proposed sub Proposers, independent sub Proposers, etc., Proposer will be utilizing to perform the Operations and Maintenance of Airport Baggage Handling System and Passenger Boarding Bridge Services under the Agreement.

Responsibilities of the Proposer

In the performance of any Agreement resulting from this RFP, the Proposer shall:

1. Warrant, represent, and agree that the Proposer shall comply with all applicable rules and regulations including ordinances, resolutions, plans, operating directives, environmental plans or programs, Airport certification manual, and directives promulgated or established by the Airport Director as they may be amended from time to time, in performing the work or services contemplated herein or the Provisions of the Agreement. Proposer warrants, represents, and agrees that the Proposer shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, environmental permits, directions, and requirements of the City and all federal; state, city, local and other governmental authorities, as may be amended from time to time, now or hereafter applicable, in performing the Provisions of the Agreement and the work or services contemplated herein.
2. Not subcontract, assign or otherwise transfer any of the services or work to be performed under the Agreement without the prior written consent of the Airport Director and any failure to do so will be deemed cause for termination of the Agreement.
3. Be responsible for the employment and supervision of its own staff to carry out its obligations under the Agreement and be responsible for the performance and payment of services that it may hire subject to the Provisions of the Agreement in addition to the Proposer's regularly employed staff.
4. The Proposer is responsible for the professional quality, technical accuracy, and coordination of information and materials utilized to implement the services provided under the Agreement. The Proposer shall, without any additional compensation, correct or revise errors or deficiencies for which it is responsible in the course of providing its services under the Agreement as determined by the Manager.
5. Treat all knowledge of the City's intentions, operations or procedures, and business as confidential and at no time divulge such information without the prior written consent of the Airport Director unless otherwise required by a court order or subpoena. Proposer shall timely inform the Airport Operations and Maintenance Division Manager or a designated representative, of any such order or subpoena prior to releasing said confidential information.
6. Provide personal attention to and prompt services for all assignments. The Proposer understands and agrees that the City does not waive any rights or bases for any cause of action by the virtue of its review, approval, acceptance, or payment of any services provided by the Proposer under the Agreement.
7. Throughout the term of the Agreement, the Proposer shall maintain all licenses, certifications, SIDA Badges and credentials necessary to perform the services contemplated herein in accordance with all applicable federal, state, and local laws, and regulations including, without limitation all applicable rules and regulations of United States Department of Transportation (USDOT) as they may be amended from time to time.

Management

1. The Contractor's On-Site Manager shall be responsible for ensuring the objectives of the maintenance program are met. The requirements of this maintenance program shall be reviewed upon request by the Department of Aviation.
2. The Contractor's On-Site Manager is responsible for facilitating reviews and updates of the maintenance program. Management will collect and compile all comments by the City and of primary stakeholders between review dates and incorporate all approved revisions.

Staffing – Skilled, Technical and General Labor Requirements

1. The Contractor will provide all staff, skilled, technical, and general labor to properly and adequately operate and maintain all equipment furnished by the City. The Contractor shall provide a staffing plan and work with the Department of Aviation on final staffing levels.

2. The Contractor shall ensure that all Contractor personnel, to include any subcontractors, have obtained training to include best practices, safety and procedures of the equipment upon which O&M Services for the BHS and PBB are being provided.
3. Contractor shall staff the BHS operation so that personnel are on site a minimum of twenty (20) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year. Contractor shall provide adequate staff for the PBB services to complete the quarterly, Semi-annual and Annual inspections, and any maintenance/emergency call back services listed in this RFP. The exact staffing levels shall be determined by the City and Contractor. Once staffing levels have been approved by the City, Contractor shall not deviate from the same without the approval of the City.
4. Appropriate and designated staffing on a Task Order, "will call" basis shall be established. All site and "will call" staff shall be identified in the contractor's staffing plan. In case of an emergency, staff must be at Airport within one (1) hour or less.
5. The Department of Aviation reserves the right to request of the Contractor, removal of any of the contractor's employee(s), should an employee's behavior, appearance, professionalism, ethics, credentials or licensing not meet the requirements of the City.
6. The Contractor will provide each employee with a uniform clearly displaying the company logo and employee name. All employees' of the contractor shall be professional in appearance, maintain a high level of ethics, and pass a comprehensive background check.

Tools & Equipment and Furniture

1. The Contractor shall provide all tools and equipment necessary to provide O&M services for both the BHS and the PBBs. The contractor shall also be responsible for cost associated with loss, misuse, abuse, neglect and theft of all parts, tools, and equipment.
2. The contractor shall be responsible for all furniture and fixtures.

Computer Maintenance Management Systems (CMMS)

Contractor shall develop and maintain an updated CMMS based report that captures detailed information regarding system issues such as time and date of occurrence, type of corrections performed, assigned responsibility, corrective actions, and probable cause. This report shall be submitted to the Airport Operations and Maintenance Division Manager or a designated representative on a monthly basis, and will also serve as a historical record for formulating a continuance improvement maintenance program that will best suit the BHS and PBBs, and the environmental conditions to which the equipment is exposed.

Operations and Maintenance Plan

Proposer shall submit an Operations and Maintenance Plan ("O&M Plan") for the BHS and PBB that describes how Proposer will achieve the goal of operating and maintaining the BHS and PBB in a manner that ensures safe, high quality, reliable and uninterrupted service to all airlines and passengers using the Airport. The O&M Plan shall include the following components:

Maintenance Plan - Proposer shall address the manner in which it will provide the Base Services.

Quality Control Plan - Proposer shall provide proposed Quality Control Program.

Operation Plan - Proposer shall address the manner in which it will meet the operational requirements.

Staffing Plan -Proposer shall address the manner in which it will meet the staffing requirements.

1. The management structure to be used in Proposer's operations, including descriptive charts and proposed site manager.
2. Experience and certification requirements and wage rates (fully burdened) by job categories.
3. Number of employees, by job category, needed to perform all services described in the Scope of Work (SOW).

4. Proposer must have retrofit modification project experience and present at least three (3) examples of this experience.
5. Any additional information that may be relevant in assessing the qualifications, experience and ability of the Proposer.

Inventory/Spare Parts and Overtime

1. Department of Aviation Inventory: The Department of Aviation will place its initial spare parts inventory into the care and custody, but not ownership, of the contractor. The initial inventory will include both warranty parts and non-warranty parts.
2. Such inventory shall be subject to the following:
 - a. When needed, the contractor will obtain warranty and non-warranty parts from the inventory, if available, prior to acquiring from another source.
 - b. As appropriate, Department of Aviation may require awarded Contractor to present parts to be replaced prior to authorizing a part purchase.
 - c. Contractor shall replace to Inventory any parts used.
 - d. Contractor shall invoice for non-warranty parts at cost. Invoices will be supported by a copy of contractor's purchase receipt indicating the actual price paid.
 - e. All parts purchased by the contractor will be approved by the Department of Aviation and will become the property of the Department of Aviation.
 - f. Parts and materials procured by the contractor will be of an OEM quality and grade, and be in full compliance, accordance and specification with established manufacture's equipment design, and manufacturer's recommended practices.
 - g. The contractor will conduct monthly cycle counts of inventory and provide a monthly status report on the stock of inventoried spare parts.
3. Consumables Inventory - As it deems appropriate to effectively address scheduled maintenance and emergency requirements, the contractor will maintain and replace its own inventory of consumables. Contractor shall invoice the Department of Aviation for consumables, as used, at cost plus the proposed/negotiated overhead percentage. Invoices will be supported by a copy of contractor's purchase receipt indicating the actual price paid. At the end of the contract term, the contractor shall retain its consumable inventory without expense to the Department of Aviation for consumables not utilized in the performance of this contract.
4. Overtime may occur due to delayed departure flights; therefore the proposer should take this into account for the BHS when responding to this RFP. Contractor shall invoice the Department of Aviation for overtime occurring due to monthly delays in departure flights. Invoices will be supported by information on the delayed airline information and length of delay.

BHS Systems and Subsystems Maintenance

Maintenance activities shall be non-disruptive to all airlines, TSA, and Airport Activities. All operational and maintenance activities are to be effectively coordinated and communicated to the Department of Aviation, all airlines, and stakeholders.

The Contractor shall comply with all manufactures' warranty, operational and preventive maintenance requirements, provisions and specifications for all equipment. Contractor shall keep at hand all reference materials for the system.

For each of the BHS systems and subsystems, the following types of maintenance shall be performed:

1. Routine Maintenance: Activities such as routine inspections and tests designed to identify any unusual or abnormal equipment condition. Routine maintenance shall, at minimum, be performed as included in the Maintenance Plan provided by the Baggage Handling Equipment supplier.
2. Scheduled Maintenance: Activities required to maintain the BHS operating system at the prescribed levels of safety, efficiency and reliability, which are performed on a regular basis at specified intervals. Scheduled maintenance activities shall, at a minimum, be performed as described in the Maintenance Plan provided by the Baggage Handling Equipment manufacturer.
3. Preventative Maintenance: Activities that focus on identifying and correcting potential problems before they cause a system shutdown. Contractor will monitor system for faulty mechanical components where mechanical noise, heat or vibration becomes apparent. Once identified, the components are scheduled for replacement during low or no volume hours so that airline operations are not interfered with. Preventative Maintenance includes, but is not limited to, the following on mechanical components:
 - a. Testing operation of mechanical and pneumatic components.
 - b. Lubrication of revolving parts as needed.
 - c. Adjusting and tensioning of timing belts and chains.
 - d. Tracking and tensioning of belts.
 - e. Periodic cleaning of accumulated dust as needed.
 - f. Repair of minor imperfections (e.g. loose hardware).
 - g. Checking safety covers.
 - h. Cleaning BHS conveyor equipment as well as the surrounding area as required
 - i. Keeping equipment free from any trash, dirt, and/or debris.
4. Preventative maintenance that includes, but is not limited to, the following on electrical components:
 - a. Clean panel air filters, replace as necessary.
 - b. Clean interior of all loose debris.
 - c. Verify operation of all panel lights and indicators.
 - d. Verify operation of all safety devices (emergency stop switches, interlocks, etc).
 - e. Verify operation of an external panel-mounted device (switches, pushbuttons, etc.).
 - f. Verify proper seating of all plugs in devices (relays, modules etc.).
 - g. Verify tightness of electrical quick disconnects (interface plugs, etc.).
 - h. Verify complete schematics located in panels.
5. Reactive Maintenance will include but is not limited to the following:
 - a. Work Orders
 - b. Call Requests
 - c. Fault Monitoring indicators
6. Maintenance inspections will be performed at the beginning and end of each shift, daily, weekly, quarterly, semi-annually and annually. Maintenance inspections will be provided to the contractor through the CMMS work orders or at the discretion of the Department of Aviation.
7. The contractor is responsible for troubleshooting and problem solving all issues involving equipment and will provide a rapid response to all emergency requirements.
8. The contractor shall maintain a monthly preventive maintenance completion rate of 97% or higher. The preventative maintenance completion rate is calculated as follows:

Completed Preventative Maintenance Work Orders
Scheduled Preventative Maintenance Work Orders

44 Completed PMs/45 Scheduled PMs = 98%

9. Certain components within the equipment have a given life cycle. Predictive maintenance is the activity wherein an analysis of each component in the system is made to predict when components will reach the end of their life. Contractor shall generate a replacement program plan which must be approved by Airport Operations and Maintenance Division Manager or a designated representative. This plan is put in place to replace components before they fail in operation, but not before they have completed their life cycle. This analysis shall be performed on both mechanical and electrical components in an effort to reduce the incidence of unplanned corrective repairs. Contractor shall be responsible for identifying and replacing components that fall within the expected lifetime of the contract.

BHS Systems Evaluation and Inspections

In order to continuously evaluate the functionality as well as efficiency of the BHS, the contractor agrees to perform the evaluations and inspections in this section.

1. A Technician from outside the facility must evaluate the system on an annual basis in order to identify possible current and future problem areas. The Technician must be qualified to evaluate all major systems and subsystems of the BHS including, but not limited to, mechanical systems and IT systems. The first evaluation must be completed no later than six (6) months after the contract is signed by both the Contractor and the Airport Director. The findings of the evaluation must include, but not be limited to, problem areas located, areas not need to be upgraded, and an estimated cost for the repairs of the problems as well as the upgrades. The final copy of this evaluation's findings must be sent via email to the Airport Operations and Maintenance Division Manager or a designated representative within thirty (30) days of the evaluation being conducted.
2. A quarterly inspection and evaluation must be conducted of both the BHS as well as the baggage claim systems. This inspection and evaluation must include any systems that have caused a system interruption of greater than fifteen (15) minutes. The inspection and evaluation must be conducted by the contractor's "in-house" staff who work with the BHS on a weekly basis. The contractor's on-site manager needs to work with the Airport Operations and Maintenance Division Manager, or a designated representative, to develop a list of items that need to be examined during this inspection and evaluation. The findings of this inspection and evaluation must be submitted to the Airport Operations and Maintenance Division Manager, or a designated representative, within five (5) business days of the inspection and evaluation being conducted.
3. The City and Dayton International Airport are committed to environmentally friendly programs and initiatives. To this end, the contractor will evaluate the BHS annually, in terms of energy efficiency, and provide recommendations to the Airport Operations and Maintenance Division Manager, or a designated representative, on how to make the BHS more energy efficient.

BHS PERFORMANCE REQUIREMENTS

1. System Availability

The Contractor shall be responsible for maintaining a certain level of baggage handling system reliability/availability, which shall be recorded by the Contractor on a daily basis, and included in reports to the Department of Aviation. Reliability shall be measured in terms of availability, with availability of a given subsystem defined as follows:

$$\bullet \quad A = \frac{(ST - RT)}{ST}$$

Where the variables are defined as follows:

- A = Availability
- ST = Scheduled Operating Time: The scheduled time that the subsystem is available for baggage processing.
- RT = Repair Time: The interval time between the detection of a failure or fault condition and the return of the subsystem to operation after the condition has been remedied/repaired.

The Repair Time (RT) factor for a particular Subsystem must not exceed 24 hours in a month. Downtime/repair time stops when the Department of Aviation or its representative turns off the conveyor lines following the end of daily operations, and will only be calculated for downtime occurring during daily operating hours.

A failure is defined as any malfunction of a subsystem component, assembly or subassembly which stops normal operations. A failure will be charged against the one Subsystem that causes that failure, except if a

system that has another system leading into it should fail, and then both systems will be considered out of service. If the lead system can be bypassed so that the function of the trailing system can be restored, then the trailing system would not be considered out of service. The following is not classified as failures:

- a. Malfunctions due to causes outside of the Subsystem (sabotage or General power outages).
- b. Malfunctions due to baggage jams not caused by failure of a Subsystem Component, assembly or subassembly (Airline Bag Hygiene).
- c. Malfunctions due to products or services outside the control of the Contractor.
- d. Damage from traffics such as tugs, carts, etc.
- e. Failures which are detected and repaired without affecting normal operation.
- f. Malfunction of one of a redundant computer pair where the repair time does not affect normal operation.
- g. Malfunction of a portion of the system that degrades, but does not completely stop operation.
- h. Malfunction of EDS screening equipment in the BHS System

Total System Availability is defined as follows:

$$\text{System Availability SA} = \frac{\text{SA1} + \text{SA2} + \text{SA3} \dots \text{etc.}}{\text{Total Number of Subsystems}}$$

The system shall maintain an average Subsystem availability of not less than 99.0% calculated on a monthly basis.

2. Rate

The BHS shall achieve and maintain a minimum rate of 40 bags per minute (bpm) per mainline and 9 bpm for the EDS area mainline. Each ticket counter feed conveyor and curbside conveyor must achieve a normal 15 bpm throughput. The Contractor will operate and maintain the BHS to continually achieve these rates.

3. Sortation Accuracy

Sortation Accuracy shall be defined as the encoded baggage that is sorted correctly to the assigned make-up device. The Contractor will maintain all tracking devices (encoders, programmable logic controllers, computer system databases, etc.) in a proper order to achieve continuous sortation accuracy from an encoded position (ATR) of 99.0%, calculated on a monthly basis, for the total number of bags input into the baggage system.

4. Read Rates

The ATR will be maintained by the Contractor per the manufacturer's recommended procedures. The minimum weekly average read rate maintained will be 95% successful reads of all digits per pier tag. This does not apply to hand written tags or non-compliant tags that would negatively impact actual read rates. Non-compliant tags shall include those tags that cannot be read due to their physical location on the baggage, which prevents the ATR from being able to read the tag. Improper tag stock of poorly printed tags may also produce non-compliant tags. In order to measure the read rate requirement for local originating bags, the Contractor will be required to demonstrate the required read rate quarterly by conducting a test of the laser arrays.

5. Operational Requirements

- a. The Contractor is responsible for responding to all jams and faults that occur within the BHS. Jams and faults have an initial response time of less than three (3) Minutes.

- b. The Contractor shall perform a Pre-Start system check prior to start-up every morning.
- c. The Contractor shall operate the Encode Stations during operating hours.

6. Maintenance Requirements

- a. Contractor shall operate and maintain all mechanical and electrical components on outbound baggage handling systems and the CBIS, including but not limited to, drive motors, sensors, controls, MCPs, belts, carousels, overhead security doors, and all other related components of the baggage handling system.
- b. Contractor shall operate and maintain all control systems. The current control system was designed and written by Control Touch for Dayton International Airport. Should the contractor not have the proven qualifications to operate and maintain said system, it is expected that they will enter into a Technical Service Agreement with a qualified provider, the cost of which will be paid for by the contractor. The City shall have the opportunity to review the service provider's qualifications prior to execution of the agreement.
- c. The Contractor shall label all electrical components.
- d. Contractor shall provide staffing to clear, reset, and investigate any and all faults detected including, but not limited to, jams, emergency stops, and overloads throughout the baggage conveyor system within three (3) minutes of detection.
- e. Contractor shall comply with warranty and preventive maintenance requirements on all manufacturers' specifications.
- f. Contractor shall develop and implement an operations and maintenance safety plan specific to the BHS.
- g. Contractor shall maintain and repair the overhead walkways on the conveyor system, and clean all floor drains as scheduled by the Department of Aviation.
- h. Contractor shall maintain all areas of the baggage make-up area including, cleaning immediate work areas and common area. All areas shall be kept clean and presentable at all times.
- i. Contractor shall maintain and repair electrical conduit, equipment and other services of the Baggage System as required by the Department of Aviation.

7. System Requirements

- a. Meet response times.
- b. Generate reports.
- c. Training required staff on equipment and other service support tools.
- d. Coordinate maintenance activities that affect the Airport operations with the affected parties.
- e. Maintain, store, and procure spare parts and tools for the Airport Facilities, Systems and Equipment.
- f. Record resource hours associated with services provided.
- g. Provide appropriate notification to all users for all scheduled maintenance.
- h. Oversee service support activities involving incidents, changes, problems, releases, and configuration management.
- i. Provide personnel who have the appropriate qualifications and security credentials to perform work in secure areas.
- j. Perform all manufacturer-recommended preventative maintenance in accordance with manufacturer schedule and specifications.
- k. All maintenance in public areas must be performed between the hours of 2100 and 0400 when practical to minimize passenger disruptions.
- l. Must maintain and repair equipment in accordance with manufacturer's recommendations, specifications or standard industry practice, whichever is most stringent.
- m. Maintain all safety and code-required devices, lights, mechanisms, signage, placards, covers, strobes, bells, and warning labels in good working condition.
- n. Maintain a complete set of all records and have them available upon request. Including preventative maintenance, reactive maintenance, corrective maintenance records, and inventory levels.

- o. Maintain a set of records of all user and maintenance training activities. The records must include trainer and trainees.
- p. Notify the City of any critical outages or outages that could affect the public.
- q. Staff and maintain office
- r. Must acquire and maintain their own work furniture
- s. Provide a Duty Manager responsible for all activities 24/7/365.
- t. Must provide / maintain up to date emergency contact list to Airline Managers, and the Department of Aviation.
- u. The Primary System Availability Time (Operational Hours) is defined as:
0400 to 2100 Eastern

Sunday – Saturday, 365 days per year

Note: Extended Operational Hours may be needed to accommodate late departing flights or changes in airline schedules outside of Operational Hours. These changes could be temporary or long-term in nature and will be negotiated.

PBB Specifications

The Passenger Boarding Bridge Preventative Maintenance and Inspection Service Program, as described in this proposal, shall be performed in accordance with a Preventive Maintenance and Inspection Service Schedule specific to the Airport equipment. The Contractor shall agree and perform all Maintenance and Inspection Services including Emergency Callback Service for Passenger Boarding Bridges, Air-Condition Units, and Ground Power Units as defined in the Manufacturer Manual for each piece of equipment listed in this Proposal.

Please note, while otherwise contained in the quarterly maintenance checklist, the Contractor shall not be required to wash or apply touch-up paint to the bridges as part of their quarterly maintenance. Daily visual inspection and operational performance of the PBB are not the responsibility of the Contractor.

During the annual inspection, Contractor shall pressure wash all PBB exteriors.

During annual inspections, Contractor shall treat and/or touch-up exterior chips, cracks, and rust as needed. Payment shall be made on a time and materials basis only after work is quoted to and approved by the City.

The Contractor shall agree to provide a qualified technician assigned to the Airport with a qualified backup technician available for the work to be performed. Both technicians shall be directly employed and supervised by the Contractor and shall be directed to perform to the specifications of the Manufacturer's Operation and Maintenance manual.

The Contractor shall agree to assign a representative who will be the Airport's primary contact for communications. The Contractor understands and agrees to remain on call, twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year (including holidays and weekends). Contractor shall be able to respond to the airport within (2) two hours of receiving notification.

The Contractor shall agree to provide a Contact Person's Name and Title, office number, cell phone number, emergency contact number, as well as the Contractor's company office number, and answering service number, if available.

During each Preventative Maintenance and Inspection Service, the Contractor shall agree to examine and determine the nature and extent of any maintenance or repair issue not covered under this scope of work. Any issue found beyond the scope of work and specifications shall be reported to the Airport immediately followed by a written report.

The Contractor shall not remove the bridge units from service without approval of the City unless the bridge's continued use could, in the opinion of the Contractor, be a substantial safety hazard. Upon removal of a bridge unit from service for safety reasons, the Contractor shall immediately notify the City of such action and identify the safety hazard.

The Contractor shall check each bridge to ensure that any safety directives published by JBT Corporation (formerly FMC Technologies), subsequent to the manufacture and installation of the bridges, have been adequately addressed and, if not, shall inform the City of any deficient items.

PBB Inspections and Evaluations

The contractor understands that all Passenger Boarding Bridges (PBB) belong to the airport regardless if the Passenger Boarding Bridges (PBB) are being leased by an airline or not. Therefore, each year, at a time designated by the Airport Operations and Maintenance Division Manager or a designated representative, the contractor agrees to conduct an inspection of all Passenger Boarding Bridges (PBB) at the airport. The inspection will include providing recommendations on improving maintenance or repair of each Passenger Boarding Bridge (PBB) to the Airport Operations and Maintenance Division Manager. The inspections will be coordinated through the Airport Operations and Maintenance Division Manager, and the Station Managers, for the airline in order to minimize interruptions to operations. Furthermore, the contractor will conduct an initial baseline assessment of all Passenger Boarding Bridges (PBB) at DAY within six (6) months of being awarded the contract. The findings of this assessment will be submitted to the Airport Operations and Maintenance Division Manager no later than thirty (30) days after the assessment is conducted.

Load Bank Test

On a semi-annual basis, the contractor shall perform a full load bank test on each ground power unit to ensure proper operation and voltage output. Said test shall simulate actual operations procedures in accordance with manufacturer's guidelines, and shall be performed with a Contractor provided load bank.

PBB Additional Services

Should the City request additional work outside the scope of the contract or request an emergency response, the work will be invoiced separately. Labor for such work will be paid at the rates contained in Exhibit E. Should the contractor be required to obtain the use of heavy equipment such as forklifts and cranes in order to perform an element of work outside of preventative maintenance, the actual cost to use the equipment would be paid by the City. All invoices for additional work must be accompanied by copies of receipts and time sheets as evidence of such costs.

Should any additional services be necessary to correct faulty work performed by the Contractor's personnel, all costs relating to said extra services shall be the responsibility of the Contractor. In the event the contractor uses parts or materials from the City's inventory in order to correct faulty work performed by the contractor's personnel, the Contractor shall provide the City with replacements for said parts, and materials within thirty (30) working days.

Any trouble calls handled over the telephone or email shall not be invoiced to the City.

Schedule

At the beginning of each contract year, the contractor shall provide a schedule to the authorized City representative showing the dates when each inspection will take place. The contractor understands Airport representatives need to coordinate quarterly maintenance work in advance with the users of the equipment and with other personnel, and that the failure to provide service on schedule can adversely impact Airport operations. The contractor shall not deviate from the pre-determined schedule unless providing at least thirty (30) day notice of a change. Repeated failures to provide service on the scheduled dates may result in the termination of this agreement.

Sub-Contracting

The Contractor may sub-contract services with written approval from the City.

Security Requirements

The Contractor shall have all assigned personnel complete the DAY badge process prior to beginning work and will be required to follow all DAY, Federal Aviation Administration, and Transportation Security Administration security rules and regulations. These employees shall be required to pass a fingerprint based criminal history records check, and security threat assessment. These employees shall be the primary service providers and are responsible for ensuring compliance with all Safety and Security regulations as directed during the training phase of the badging process.

The company must assign a designee for their company to be an authorized signature for the purposes of fingerprinting and badging their employees at the airport. The appointed authorized signatory must be badged at the company's expense.

The contractor shall be responsible for all DAY badge fees, which include, but is not limited to, original badges and lost badges. Current badge fees are \$100 per employee for new badge holders and \$50 per lost badge. These fees are non-refundable for any reason.

All of the Company's employees including supervisors must abide by the following rules at all times when on Airport property:

- Employees shall wear an identification badge at all times and uniforms shall clearly identify the person's name and the company name.
- Employee shall sign in when beginning work and sign out when leaving work as designated by the Airport.
- Employees shall not engage in idle or unnecessary conversation with Airport employees or visitors in the building and shall not loiter in any areas where cleaning is complete.
- Employees shall refrain from using the telephones while in public areas.
- Employees shall not be under the influence of alcohol or illegal drugs.
- Employees shall refrain from using tobacco products of any type while on the premises.
- The Company shall provide a designated supervisor on premises at all times. Supervisor shall immediately correct any employee misbehavior that is reported to them and otherwise insure employee and Airport rule compliance.
- Employee shall be of good integrity and moral character.
- Employees immediately shall report any damages done to property to their supervisor. Supervisor shall then report such damage to the Airport.
- Employees shall not leave building keys in doors or admit unauthorized people into the Airport.
- Employees shall refrain from belligerent behavior and/or profanity.
- Employees shall abide by additional rules and regulations set forth by the Airport.

Vehicle Requirements

All vehicles not under escort that are working in or traversing the SIDA or AOA shall display signs or lettering identifying the name of their company on at least both sides of the vehicle. The lettering must be legible from at least 100' away with the naked eye.

All vehicles working in or traversing the AOA shall display a lighted beacon visible for 360 degrees around the vehicle.

2.04 PRICING STRUCTURE. Please complete Exhibits E-1 Pricing Schedule and E-2 Pricing Forms located at the end of this document.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at <http://daytonhrc.org/business-technical-assistance/certification/procurement-enhancement-program/> for certified subcontractors.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

Commencement of the contract shall be contingent upon City Commission approval of the bid recommendation and is anticipated on or before January 1, 2017. The term of the agreement shall be for a five (5) year period. The agreement may be extended for five additional one year terms at the sole discretion of the City.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall be required to obtain a Performance Bond, at Contractor's expense, in an amount not less than the value of the proposal, or such other amount as approved by the City, as condition to award of contract. Said bond is to be delivered to the City prior to the beginning date of contract.
- (6) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

- (7) Contractor shall maintain Worker's Compensation Insurance in such amount as required by law for all employees, and shall furnish to the City evidence of same.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
City, State Zip Code _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an "independent contractor". As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
Department of Aviation
Operations and Maintenance of a Baggage Handling System and Passenger Boarding Bridges and Ancillary
Equipment
RFP No. 16071JL
November, 2016

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ Sole Proprietorship ☐ Franchise ☐ Partnership ☐ Corporation
 ☐ Joint Venture ☐ LLC ☐ Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)**COMPANY PROFILE AND BACKGROUND**

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Aviation
Operations and Maintenance of Baggage Handling System and Passenger Boarding Bridges and Ancillary
Equipment
RFP No. 16071JL
November, 2016

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 16071JL. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Aviation
Operations and Maintenance of Baggage Handling System and Passenger Boarding Bridges and Ancillary Equipment
RFP No. 16071JL
November, 2016

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
FaxNo.: _____

Exhibit D – Experience and Qualifications

Experience, Background, Qualifications. Prepare and insert responses to address the following items. Do not delete the questions.

1. State Bidder's primary line of business and provide the requested information:

Primary Business: _____

Years in Primary Business: _____ Years

Percentage of 2015 Revenue Derived from Primary Business: _____%

2. Indicate any other lines of business in which Bidder is involved:

Other Lines of Business: _____

Percentage of 2015 Revenue Derived from Other Lines of Business: _____%

3. State the number of years experience the Bidder has in providing Operation & Maintenance Services:
_____ Years

4. List the airports or airline consortiums that Bidder has entered into O&M Services contracts with in the last five (5) years. For each Airport listed indicate type of equipment covered. (Add rows to table as needed.)

Airport or Other Client Name	Equipment Covered	Term of Contract
<i>Enter name.</i>	<i>Describe systems serviced.</i>	<i>State beginning and ending dates.</i>

5. From the above list, describe in detail the three (3), current and similar O&M Services contracts under which Bidder is currently performing services for Airports with at least 2,000,000 enplanements per year. Include, at a minimum, the contract term, and scope.
6. If Bidder is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
7. Describe the Bidder's experience with customer service in the airport environment.
8. Please describe the job functions for the On-site Manager, Head Mechanic, Lead Mechanic, Programming Engineer, and other key staff, if any, that will be assigned to this contract:
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Bidder's qualifications.

Proposing Company: _____

Exhibit E – Pricing Schedule

Table 1: Fixed Annual Cost of BHS Services. Inclusive of All Requirements set Forth in Exhibit 2, Scope of Work

Fixed Year 1 Cost	\$ _____
Fixed Year 2 Cost	\$ _____
Fixed Year 3 Cost	\$ _____
Fixed Year 4 Cost	\$ _____
Fixed Year 5 Cost	\$ _____
Total 5 Year Cost	\$ _____

Optional Contract Years	
Fixed Year 6 Cost	\$ _____
Fixed Year 7 Cost	\$ _____
Fixed Year 8 Cost	\$ _____
Fixed Year 9 Cost	\$ _____
Fixed Year 10 Cost	\$ _____
Total 5 Year Cost	\$ _____

Table 2: Budgeted Annual Cost for Parts & Consumables. Please provide a cost estimate based on prior experience in working with like systems of the same service time. These figures will not be used to evaluate the proponent's proposal. These figures are for budgetary purposes only.

Estimated Year 1 Cost	\$ _____
Estimated Year 2 Cost	\$ _____
Estimated Year 3 Cost	\$ _____
Estimated Year 4 Cost	\$ _____
Estimated Year 5 Cost	\$ _____
Estimated Total 5 Year Cost	\$ _____

Proposing Company: _____

Optional Contract Years	
Estimated Year 6 Cost	\$ _____
Estimated Year 7 Cost	\$ _____
Estimated Year 8 Cost	\$ _____
Estimated Year 9 Cost	\$ _____
Estimated Year 10 Cost	\$ _____
Estimated Total 5 Year Cost	\$ _____

Table 3: Proposed Hourly Rates for Will-Call, Task Orders (including for Extended Operational Hours). Issued for BHS Services Not Specified in Exhibit 2, Scope of Work

Position / Job Title	Regular Time Rate per Hour	Overtime Multiplier
On-Site Manager		

Proposing Company: _____

EXHIBIT F – PRICING FORM

The undersigned, as bidder, does declare that no other persons other than the bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making a bid for the same articles, and it is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

The bidder proposes and agrees if this bid is accepted, to contract with the City of Dayton, Ohio, in the form of contract specified, to furnish all the services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to provide:

QUARTERLY PREVENTATIVE MAINTENANCE

(Per Passenger Boarding Bridge including GPU, PC Air, and Baggage Slides)

	Base Contract				
	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
1 st Quarter PM					
2 nd Quarter PM (Semi-Annual)					
3 rd Quarter PM					
4 th Quarter PM (Annual)					
TOTAL					

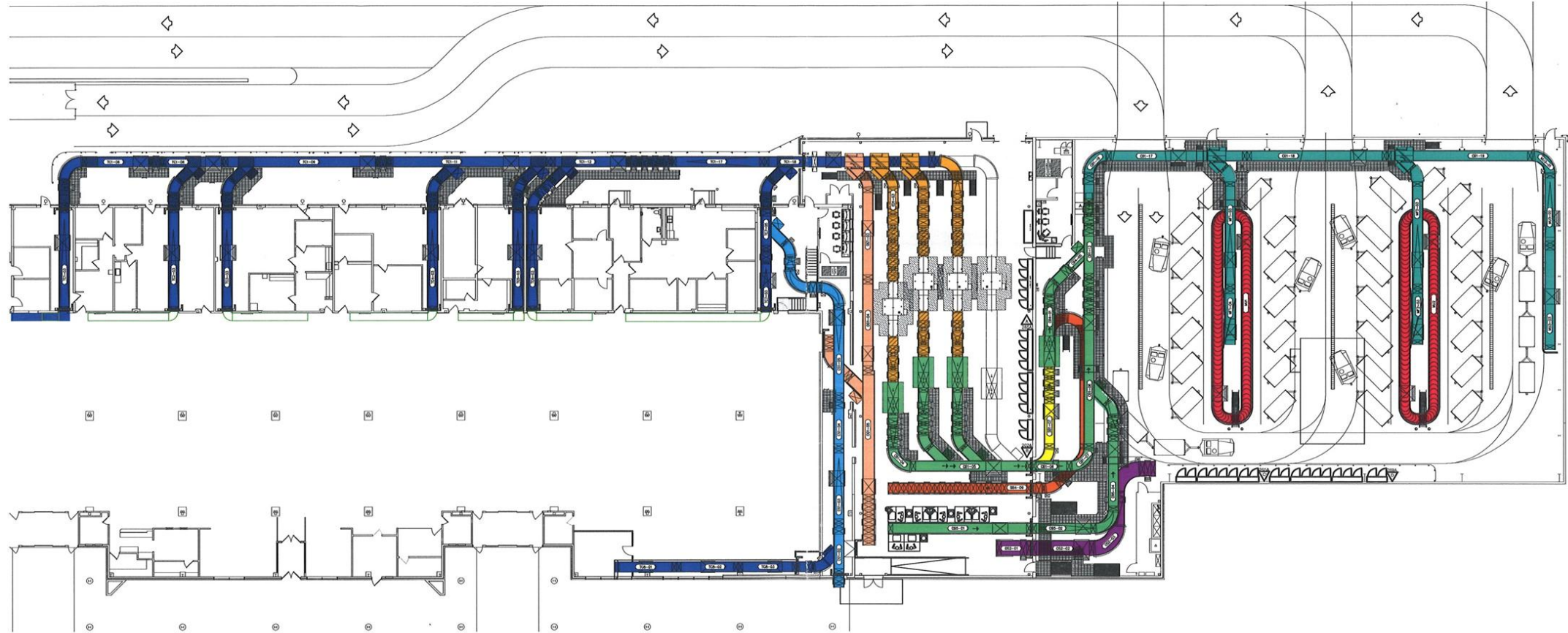
	Optional Contract Years				
	Contract Year 6	Contract Year 7	Contract Year 8	Contract Year 9	Contract Year 10
1 st Quarter PM					
2 nd Quarter PM (Semi-Annual)					
3 rd Quarter PM					
4 th Quarter PM (Annual)					
TOTAL					












ADDITIONAL SERVICES

Straight Time (7:30 am – 4:00 pm, M-F) \$_____ per man hour

Overtime \$_____ per man hour

Proposed % Overhead on Materials _____% above cost



- | | | | |
|---|--|---|--|
|  TICKETING CONVEYORS |  MANUAL ENCODING CONVEYORS |  OVERSIZE BAG CONVEYORS |  SORTING CONVEYORS |
|  CLEARED BAG CONVEYORS |  OUT OF GAUGE BAG CONVEYORS |  LEVEL 1 SCREENING CONVEYORS |  CURBSIDE CONVEYORS |
|  SUSPECT BAG CONVEYORS |  MAKE - UP CONVEYORS |  LEVEL 2 SCREENING CONVEYORS | |

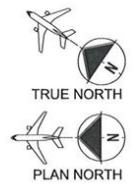


EXHIBIT H – EQUIPMENT INVENTORY

Gate	City / Leased	PBB Model	PBB S/N	PC Air Model	GPU Model
A10	City	A3-64/131-125R	30269	Trilectron POU300	Hobart Power Master ADV 90SX200
A12	Leased	A3-64/131-125R	30270	Trilectron POU300	Hobart Power Master ADV 90SX200
A14	Leased	A3-68/141-125R	30268	Trilectron POU300	Hobart Power Master ADV 90SX200
A18	Leased	A3-68/141-125R	30261	Trilectron POU300	Hobart Power Master ADV 90SX200
A20	Leased	A3-68/141-125R	30262	Trilectron POU300	Hobart Power Master ADV 90SX200
A22	City	AD3-58/110- 125R	39023	Trilectron POU300	Hobart Power Master ADV 90SX200
A26	City	AD3-58/110- 125R	39024	Trilectron POU300	Hobart Power Master ADV 90SX200
A25	City	A3-68/141-125R	30291	Trilectron POU300	Hobart Power Master ADV 90SX200
A24	City	A3-60/119-125R	30282	Trilectron POU300	Hobart Power Master ADV 90SX200
A23	Leased	A3-64/131-125R	30281	Trilectron POU300	Hobart Power Master ADV 90SX200
A21	City	AD3-58/110- 125R	39222	Trilectron POU300	Hobart Power Master ADV 90SX200
A15	Leased	A3-64/131-125R	30275	Trilectron POU300	Hobart Power Master ADV 90SX200
A13	Leased	A3-64/141-125R	30290	Trilectron POU300	Hobart Power Master ADV 90SX200
B12	Leased	AD3-58/110- 125R	39022	Trilectron POU300	Hobart Power Master ADV 90SX200
B14	Leased	A3-60/119-125R	30508	Trilectron POU300	Hobart Power Master ADV 90SX200
B16	Leased	A3-64/131-125R	30507	Trilectron POU300	Hobart Power Master ADV 90SX200
B18	City	A3-68/141-125R	30505	Trilectron POU300	Hobart Power Master ADV 90SX200
B19	Leased	A3-68/141-125R	30506	Trilectron POU300	Hobart Power Master ADV 90SX200
B17	Leased	A3-58/110-125R	30503	Trilectron POU300	Hobart Power Master ADV 90SX200
B15	Leased	A3-68/141-125R	30283	Trilectron POU300	Hobart Power Master ADV 90SX200
B13	City	A3-68/141-125R	30277	Trilectron POU300	Hobart Power Master ADV 90SX200
B11	City	A3-68/141-125R	30276	Trilectron POU300	Hobart Power Master ADV 90SX200